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**Remarks/Arguments**

Claims 19-23, 25 and 31 are present for examination. Claims 19, 25 and 31 are amended. Claims 19-23, 25 and 31 remain rejected under 35 U.S.C. §103(a) as being unpatentable over Thomas et al. (U.S. Patent No. 6,301,574) in view of Dilger (Asst Management, maintenance redefined) and further in view of Cohn (Do it yourself electronic catalog RFP).

A review of the history of the claims shows that the independent claims (such as claim 19) were first rejected under § 103(a) as unpatentable over Thomas in view of Dilger. The claims were amended. The subsequent office action admitted that Thomas and Dilger failed to suggest or teach all of the elements of the independent claims. A third reference was added by the examiner in order to reject the claims under § 103(a) as unpatentable over Thomas in view of Dilger in further view of Cohn.

In their response, applicants argued that the Cohn reference fails to suggest or teach the amended limitations, including the limitation of "cataloging the nondisclosure agreement data in the database with the nondisclosure agreement mechanism". Applicants pointed out that Cohn reference is not applicable because it uses the term "cataloging" differently than how it is used in the claims. Applicants asserted that Cohn teaches how to set up and maintain an on-line catalog used to sell products. Applicants pointed out that on page 1 of Cohn, the article states:

After weighing the pros and cons, **you've decided to go ahead and produce an electronic catalog.** having done your research you're aware that creating an online store, a Website or a CD-ROM differs from slapping the pages of your paper catalog onto a disk or a screen." (emphasis added)

Since Cohn specifically teaches setting up an on-line electronic catalog of products, it does not use the term "catalog" in the same sense as the term is used in the claims (i.e.,

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the claims limitation is "cataloging the nondisclosure agreement data in the database with the nondisclosure agreement mechanism").

The subsequent advisory action did not address applicants' argument. Rather, the advisory action simply stated that "the arguments the applicants are relying upon are not the claims". In a telephone interview on November 28, 2005, the counsel for applicants explained that this is incorrect because the response argued what was in the claims. Counsel pointed out that page 9 of the response states "In addition to being directed to printed and online product catalogs, the Cohn article does not teach the steps of 'receiving nondisclosure agreement data from the user' and 'cataloging the nondisclosure agreement data in the database with the nondisclosure agreement mechanism'. This argues that Cohn does not teach the claimed limitations.

The examiner then discussed on the phone that the term "cataloging" in the claims was too vague/broad and therefore the Cohn rejection was proper. While applicants continue to disagree, the Independent claims are herein amended to offer a clarification of the term 'catalog'. The Independent claims now includes the limitation: "**storing** ~~cataloging~~ the nondisclosure agreement data in the database with the nondisclosure agreement mechanism **for later retrieval of the nondisclosure agreement data**".

Upon reading the claim as a whole in view of the specification, the figures, and what is known in the software arts, a person skilled in the art will agree that the claim now clarifies the meaning of 'catalog' to what was originally intended. One skilled in the art will recognize that the term "cataloging" in the claim requires the system to store the nondisclosure agreement data into the database and that it be organized in such a way that it can be later retrieved from the database through standard query means.

None of the cited references (alone or in combination) teach the claim elements relating to the nondisclosure agreement mechanism. Nor do they teach or suggest "**storing**

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**cataloging the nondisclosure agreement data in the database with the  
nondisclosure agreement mechanism for later retrieval of the nondisclosure agreement  
data**". Accordingly, applicants kindly request that the 35 USC § 103 rejections be  
withdrawn and that a Notice of Allowance be mailed.

In the event a telephone conversation would expedite the prosecution of this  
application, the Examiner may reach the undersigned at 612-607-7508. If any fees are due  
in connection with the filing of this paper, then the Commissioner is authorized to charge  
such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Docket  
060021-358201).

Respectfully submitted,



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